

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

CDCS No. :2015A37534  
Civil Action No.: 2015-CV-3219  
Judge:

Mark D. Laudati **COMPLAINT**

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

## Jurisdiction

1. This Court has jurisdiction over the subject matter of this application pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

### Venue

2. The defendant is a resident of New York state, within the jurisdiction of this Court and may be served with service of process at 102B Bedford Avenue, Bellmore, NY 11710.

## The Debt

3. The debt owed the U.S.A. is as follows:

|   |                       |
|---|-----------------------|
| A. Current Principal  | \$6,999.46            |
| B. Current Capitalized Interest Balance and<br><i>Accrued Interest (after application of all prior<br/>payments, credits, and offsets.)</i> | \$2,375.08            |
| <br>C. Administrative Fees, Cost, Penalties<br><i>(after application of all prior payments,<br/>credits, and offsets.)</i>                  | <br>\$ 0.00           |
| <br><b>Total Owed</b>   | <br><b>\$9,374.54</b> |

The Certificate of Indebtedness, attached shows the total owed. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after the application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 5.125% per annum.

**Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

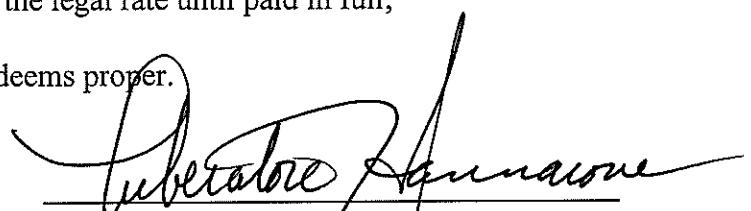
**WHEREFORE**, U.S.A. prays for judgment:

A. For the sums set forth in paragraph 3 above, plus pre-judgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For such other relief which the Court deems proper.

Date: May 28, 2015

By:

  
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Liberatore J. Iannarone  
Mullen and Iannarone, P.C.  
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U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

Mark D. Laudati  
aka: Mark Laudati  
9616 Shore Front Pkwy Apt 1  
Far Rockaway, NY 11693-1548  
Account No. XXXXX5418

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/22/15.

On or about 06/10/08, the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$2,238.27 on 07/14/08 & \$4,761.19 on 07/14/08 - 08/12/08 at 5.125% interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 08/18/09. Pursuant to 34 C.F.R. § 685.202(b), a total of \$0.00 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$85.78 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

|                            |            |
|----------------------------|------------|
| Principal:                 | \$6,999.46 |
| Interest:                  | \$2,251.25 |
| Total debt as of 01/22/15: | \$9,250.71 |

Interest accrues on the principal shown here at the rate of \$0.98 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 03/27/2015

  
Brian K. Johnson  
Loan Analyst  
Litigation Support Unit